

Commonwealth of Virginia

REQUEST FOR PROPOSAL

Issue Date: October 18, 2006

Issue Title: Clinical Reference Laboratory Testing Services

Issuing Agency: Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) - P.O. Box 1797, Richmond, Virginia 23218-1797

Using Agency and Location Where Work Will Be Performed: Statewide

Period of the Contract: September 1, 2007 through August 31, 2009.

Renewals: Contract may be renewed for four (4) additional periods of two (2) year duration upon mutual agreement between all parties and subject to availability of funding.

Pre-Proposal Conference: An **Optional** Pre-Proposal Conference will be held at 10:00 AM EST on **November 15, 2006** in the **Lobby Area** of the Jefferson Building - 1220 Bank Street, Richmond, Virginia 23219. See paragraph 6.3 for additional information regarding this conference.

Proposals will be received for furnishing services described herein until:

Wednesday – January 17, 2007 - 3:00 PM EST

All inquiries for information shall be directed to:

Proposal Preparation and General Procedural Queries:	Dick Myers 804-786-6632 Or Mike Oprysko 804-786-6562
Copies of RFP:	

NOTE:

Vendors who expect to submit proposals in response to this solicitation are requested to return **Form 1 – Intention to Respond** via fax to 804-786-3827 no later than close of business on **November 7, 2006**.

To ensure that all questions receive responses, interested vendors are requested to submit questions via facsimile to 804-786-3827 using the enclosed **Form 2—Fax Back Solicitation Questions** to include e-mail address, voice and fax phone numbers by no later than 3:00 pm EST on **November 7, 2006**. DMHMRSAS will make every effort to address and provide a response to all questions to those attending the optional pre-proposal conference. No other questions will be responded to after the completion of the November 15, 2006 Pre-Proposal Conference.

May be obtained at www.dmhmrzas.virginia.gov Click on link to Procurement/Solicitations and then click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned.

Proposal Delivery Information

All Proposals shall be addressed: **DMHMRSAS, Office of Administrative Services**. If mailed through the **U.S. Mail**, send directly to **P.O. Box 1797, Richmond, VA 23218-1797**; if sent using **Overnight Express Service, Courier or Hand Delivered** send directly to **Jefferson Building, 1st Floor - Room 108, 1220 Bank Street, Richmond, Virginia, 23219**. Envelopes should be marked with RFP number and opening date and time. It is the contractor's responsibility to assure that proposals are received and logged in by Procurement Operations staff at the location indicated by the date and time above, regardless of the method of delivery. LATE proposals will NOT be accepted under any circumstances. The above page and this signature page must accompany your proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Offeror Name and Address:

_____	Date: _____
_____	By: _____ (Official Signature in Ink)
_____	Printed Name: _____
Telephone: _____	Title: _____
FEI/FIN Number: _____	

The following information is requested, but it is not mandatory that it be supplied. Minority status does not influence the award: **(Please Check all that apply)**

<input type="checkbox"/>	Contractor DOES consider his/her firm to be a minority business.
<input type="checkbox"/>	Contractor does NOT consider his/her firm to be a minority business
<input type="checkbox"/>	Contractor IS certified as a minority business by VA Department of Minority Business Enterprise (DMBE).
<input type="checkbox"/>	DMBE Certification # _____
<input type="checkbox"/>	Contractor is NOT certified as minority business by VA Department of Minority Business Enterprise.
<input type="checkbox"/>	Contractor is a eVA registered vendor. (Learn about eVA at www.eva.state.va.us)
<input type="checkbox"/>	Contractor is NOT a eVA registered vendor.

FORM 1 – INTENTION TO RESPOND

RFP #720C-04093-07D

No Fax Cover Sheet Is Required

FAX BACK: Your assistance is requested. Please fax back by no later than **November 7, 2006**.

TO: Office of Administrative Services - Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services, Richmond, Virginia 23218

FAX TO: 804-786-3827

The organization below (check any that apply):

☐ Intends to prepare and submit a proposal to the above referenced solicitation.

Our contact person will be: _____

Contact voice phone number is: _____

Contact fax number is: _____

Contact e-mail address: _____

☐ Does NOT intend to respond to the above referenced solicitation.

☐ Other message: _____

Company Name: _____

Person Responding: _____

Voice Phone: _____ Fax: _____

FORM 2-- Fax Back Solicitation Questions

RFP#720C-04093-07D

No Fax Cover Sheet Is Required.

FAX BACK: Questions will be accepted through **November 7, 2006 – 3:00 PM EST**

TO: Office of Administrative Services - Virginia Department of Mental Health, Mental Retardation and
Substance Abuse Services - Richmond, Virginia 23218

FAX TO: 804-786-3827

Please record your question(s) regarding the above referenced solicitation:

Your Company:

Your Name:

Your Voice Phone:

E-Mail:

Fax Phone:

1.0 PURPOSE: The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a term contract, through competitive negotiation, to purchase Clinical Reference Laboratory Services to support clinical laboratory testing and related services required by various public entities throughout the Commonwealth of Virginia. The Department of Mental Health, Mental Retardation and Substance Abuse Services shall be the "Contracting Agency" for this contract and shall administer this contract through its Office of Administrative Services.

2.0 BACKGROUND:

2.1 Locations: The current Contractor services over 200 Purchasing Agencies at approximately 295 different pick-up locations. These locations are geographically located within the Commonwealth's five Health Planning Regions (HPR)—See Attachment A. Addresses for each Purchasing Agency by HPR, are provided as Attachment B. Attachment B contains a list of all pick-up locations.

2.2 Number of Tests: Approximately 267,000 tests and/or services are performed annually and billed back to Purchasing Agencies. Attachments C and D indicate the reference testing volumes by Purchasing Agency account and in aggregate, respectively for the period August 2005 – July 2006.

2.3 Phlebotomy Services: Attachment B indicates the Purchasing Agency locations where scheduled phlebotomy services are currently performed. The fee associated with scheduled phlebotomy services shall be included as a separate line item on the Contractor's price list and billed as a separate line item.

Purchasing Agencies not currently receiving scheduled phlebotomy services (as indicated on Attachment B) may request phlebotomy services with seventy-two (72) or more advance notice to Contractor. Contractor shall indicate its fee for seventy-two (72) or more hours advance notice phlebotomy services on Contractor's price list and shall bill the fee as a separate line item.

Purchasing Agencies not currently receiving scheduled phlebotomy services (as indicated on Attachment B) may request phlebotomy services with less than seventy-two (72) but more than two (2) hours advance notice to Contractor. Contractor shall indicate its fee for less than seventy-two (72) but more than two (2) hours advance notice phlebotomy services on Contractor's price list and shall bill the fee as a separate line item.

2.4 Additional Using Agencies: Other public bodies, in addition to those listed in Attachment B, may request to be added to the contract resulting from this solicitation. These additions will be made upon request to and approval by the Contracting Agency. The Contractor shall service such public bodies upon written request by the Contracting Agency.

2.5 Contract Award: The Commonwealth reserves the right to make multiple awards as a result of this solicitation; however, it is intended that a single award will be made in order to provide a coordinated and consolidated system of reference laboratory services to the Commonwealth.

3.0 Definitions

3.1 DMHMRSAS - The Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services.

3.2 Contracting Agency – The DMHMRSAS. DMHMRSAS is responsible for administration of the contract resulting for this solicitation. This includes enforcement of the terms and conditions of the contract.

- 3.3 Purchasing Agency – DMHMRSAS facilities, 40 Community Services Boards/Behavioral Health Authorities, Virginia Department of Health and any other state or local government that may be approved to participate in this cooperative contract. (See Attachment B for current users of Services.)

4.0 Scope of Work:

- 4.1 General - The Contractor shall provide:

4.1.1 Labor, Materials, equipment, transportation and supplies for the provision of clinical reference laboratory services to support the contracted services resulting from this solicitation, or as requested by Purchasing Agencies after the award of the contract. All fees for the aforementioned goods and services shall be part of the Contractor's testing fees unless otherwise noted herein.

4.1.2 Provide, at a minimum, an extensive menu of testing services to include the following categories of laboratory tests, and related services:

- 4.1.2.1 Routine and Special Chemistries
- 4.1.2.2 Hematology
- 4.1.2.3 Toxicology
- 4.1.2.4 Serology/Immunology
- 4.1.2.5 Immunohematology
- 4.1.2.6 Microbiology
- 4.1.2.7 Anatomic Pathology
- 4.1.2.8 Phlebotomy
- 4.1.2.9 Cytology
- 4.1.2.10 Drugs of Abuse
- 4.1.2.11 Alcohol
- 4.1.2.12 Physician to Physician Consultation
- 4.1.2.13 Panel and Profile Customization
- 4.1.2.14 Therapeutic Drug Monitoring and Support
- 4.1.2.15 Delivery of Drug Screen results to Medical Review Officer chosen by the Purchasing Agency.

- 4.2 Transportation - The Contractor shall:

4.2.1 Provide daily courier service (with weekend and holiday pick-up as needed) to all Purchasing Agency locations, if required by a Purchasing Agency, for specimen pick-up. Contractor shall coordinate pick-up days and times with Purchasing Agencies. Attachment B is a list of current pick-up locations indicating the number of pickups each day for each Purchasing Agency.

4.2.2 Be responsive to courier requests from Purchasing Agencies and shall be available as mutually agreed between the Contractor and the Purchasing Agency, consistent with the terms of the contract.

- 4.2.3 Vendor shall provide or shall coordinate the provision of STAT testing services. Vendor may assess separate charges for STAT testing services outside of the fee associated with the testing as set forth in Contractor's fee proposals. Any STAT testing fee shall be set forth in the Contractor's fee proposal. A list of STAT tests required hereunder are set forth in Attachment E. The Commonwealth reserves the right to add to this list of STAT tests from time to time as may be mutually agreed upon between the parties. Minimally, the Purchasing Agencies set forth as currently receiving stat testing services on Attachment B shall access Contractor's STAT testing capabilities, however, should the Contractor be able provide STAT testing capabilities to other Purchasing Agencies, the Contractor should indicate the scope of such in its response.
- 4.2.4 Transport specimens in a safe, legal, and industry acceptable controlled environment that will ensure specimens reach the testing laboratory in a usable condition. Contractor shall provide written reports within 48 hours of any specimen that has been compromised, lost, damaged, and/or contaminated other specimens while in the possession of the Contractor and provide a no charge repeat. This report shall include a description of efforts the Contractor will make to prevent a reoccurrence of the problem. Repetitive problems involving lost, damaged or compromised specimens while in the possession of the Contractor shall be considered default of the contract.
- 4.2.5 If requested by the Purchasing Agency, provide a secured/controlled holding box, at no additional charge, for specimens waiting to be picked up.

4.3 Test Results. The Contractor shall:

- 4.3.1 Prepare and deliver chart ready test results in accordance with CAP requirements. Reports shall document normal ranges for test results to be used by the Purchasing Agency for comparison.
- 4.3.2 Distribute turn-around time schedule for all tests performed by the Contractor, within thirty (30) days of request, to any Purchasing Agency requesting such information.
- 4.3.3 Distribute panic value threshold information, within thirty (30) days of request, to any Purchasing Agency requesting such information.
- 4.3.4 In every case, notify the Purchasing Agency by telephone upon receiving a test result that has exceeded the panic value threshold for that particular test.
- 4.3.5 Results of stat testing shall be provided to ordering Purchasing Agency within three (3) hours of the receipt of the specimen in the testing facility.
- 4.3.6 Identify primary and back-up contact persons that are available to Purchasing Agencies for assistance.

4.4 Panels and Profiles. The Contractor shall:

- 4.4.1 Customize panels and profiles as requested by Purchasing Agencies, provided such does not violate Federal or State Regulation.
- 4.4.2 Ensure tests ordered by a Purchasing Agency under a single order number do not exceed the fee associated with the individual components. If a Purchasing Agency requests that a panel/profile be created, the fee for the panel/profile shall not exceed the aggregate of all individual tests of the established panel/profile. There shall be no additional cost for developing a panel or profile.

4.4.3 The Contractor shall provide DMHMRSAS, on a quarterly basis, a list of all new panels/profiles that have been customized for Purchasing Agencies during the quarter.

4.5 At the request of the Purchasing Agency, the Contractor shall provide follow-up testing for test results provided by the Contractor to the Purchasing Agency that are not consistent with the Purchasing Agency's patients' clinical condition. There will be no additional charge by the Contractor for such repeat testing, provided the Contractor's specimen volume, the integrity of the specimen allows further testing, and/or the Contractor's specimen retention time has not been exceeded.

4.6 Phlebotomy Services.

4.6.1 The Contractor shall provide scheduled phlebotomy services to the Purchasing Agencies indicated in Attachment B. Charges for scheduled phlebotomy services shall be included as a separate line item on the Contractor's price list.

A Purchasing Agency currently receiving scheduled phlebotomy services (as indicated in Attachment B), may instruct the Contracting Agency and Contractor to no longer provide scheduled phlebotomy services. The Contracting Agency and Contractor shall mutually agree upon either the revision of scheduled phlebotomy services to a Purchasing Agency, or the addition of a Purchasing Agency for scheduled phlebotomy services (not indicated in Attachment B).

4.6.2 Purchasing Agencies, not receiving scheduled phlebotomy services (as indicated in Attachment B) may request phlebotomy services with seventy-two (72) or more hours advance notice to Contractor. Charges for seventy-two (72) or more hours advance notice phlebotomy services shall be included as a separate line item on the Contractor's price list.

4.6.3 Purchasing Agencies not receiving scheduled phlebotomy services (as indicated in Attachment B) may request phlebotomy services with less than seventy-two (72) but more than two (2) hours advance notice to Contractor. Charges for phlebotomy services with less than seventy-two (72) but more than two (2) hours notice shall be included as a separate line item on the Contractor's price list.

4.6.3.1 As an alternative, phlebotomy services may be provided for Purchasing Agency patients at the Contractor's specimen collection facilities. The Contractor shall provide a list of its specimen collection facilities to include current days/hours of operations. The charges for these specimen collection services shall be included as a separate line item on the Contractor's price list.

4.6.3.2 Contractor shall develop procedures that Purchasing Agencies must follow when requesting the phlebotomy services described in 4.6.2 and 4.6.3.

4.6.3.3 Phlebotomists employed by the Contractor shall meet applicable certification and proficiency standards as required by applicable laws and regulations.

4.6.3.4 Contractor shall develop or have an active phlebotomy training/continuing education program for Contractor's phlebotomists. Within thirty (30) days of a request by a Purchasing Agency, the Contractor's phlebotomy plan/program design and confirmation that training has occurred for a specific phlebotomist, shall be available to the Purchasing Agency receiving phlebotomy services.

4.6.3.5 All medical waste generated by the Contractor's phlebotomist shall be removed by the Contractor and disposed of in accordance with Federal and State regulations.

4.6.3.6 To the extent consistent with Contractor's policies and procedures and applicable law and regulation, Contractor's phlebotomist shall comply with the Purchasing Agency's policy while providing services at the Purchasing Agency's site.

4.7 Cytology Services

- 4.7.1 All Cytology reports will be have a seven day turn around time between the contractor and the purchasing agency.
- 4.7.2 Cytology reports will be provided in the most current Bethesda reporting system.
- 4.7.3 Abnormal cytology reports will be reported to the purchasing agency within 72 hours of screening.
- 4.7.4 All Cytology specimens marked as urgent will be reported to the purchasing agency within 48 hours of receipt of the specimen in the testing facility.
- 4.7.5 All biopsy specimens marked as urgent will be reported to the purchasing agency within 72 hours of receipt of the specimen in the testing facility.
- 4.7.6 If the contracting agency Pathologist deems additional laboratory testing is necessary on any routine biopsy specimen submitted for pathology review; the contracting laboratory will contact the purchasing agency clinician of record noted on the biopsy request form prior to performing any additional testing.

4.8 Billing:

- 4.8.1 If requested by a Purchasing Agency, the Contractor shall invoice third party payers in cases where clients are eligible for coverage under Medicare/Medicaid and/or commercial insurance.
- 4.8.2 The Purchasing Agency shall provide billing information to the Contractor for third party billing purposes. Information will generally be provided concurrent with specimen pick-up or, in some cases, after specimen testing is performed.
- 4.8.3 The Contractor shall accept assignment of Medicare and Medicaid payments as payment in full.
- 4.8.4 The Contractor shall adhere to applicable Medicare and Medicaid regulations with filing and processing covered claims.
- 4.8.5 Co-payments or deductibles for Purchasing Agency's clients covered by a third party payor shall be billed to the responsible party indicated on the request.
- 4.8.6 The Contractor shall use the Purchasing Agency address and fiscal contact as the bill-to address when billing the Purchasing Agency.
- 4.8.7 Any billing or billing inquiries related to a Purchasing Agency's clients shall be sent directly to the responsible party indicated on the request by the Purchasing Agency.

4.8.8 The Purchasing Agency shall indicate the party responsible for payment at the time services or ordered. In those instances where the Purchasing Agency indicates that the Purchasing Agency is responsible for the services rendered, the Contractor shall issue separate invoices to each Purchasing Agency. These invoices shall be itemized by Purchasing Agency's patient. The Contractor shall not directly bill the services performed under this contract directly to Purchasing Agency's patients, except where the Contractor is requested to bill the other responsible party (including Medicare, Medicaid and insurance companies) by the Purchasing Agency and the other responsible party requires the Contractor to seek remuneration from the patient for the patient's portion of the service performed.

4.9 Forms, Equipment and Supplies:

4.9.1 The Contractor shall provide all forms used to identify specimens, order and process tests in sufficient supply to each Purchasing Agency unless the Purchasing Agency and Contractor have agreed to use other means to manage this process at no additional charge.

4.9.2 As allowed by applicable laws and regulations and consistent with Contractor's policies and procedures, the Contractor shall provide all equipment and supplies necessary for the collection, preservation, and preparation of specimens. If requested by a Purchasing Agency, the Contractor shall provide a centrifuge for specimen preparation at no additional charge.

4.9.3 Purchasing Agencies may request a refrigerator from the Contractor for specimen preservation. If the Contractor determines that a refrigerator is necessary, the Contractor shall provide one at no additional charge to the Purchasing Agency. If the Contractor determines that a refrigerator is not necessary, the Contractor shall provide an alternative plan for specimen preservation.

4.10 Consultation, Training, In-Service Support, Contract Administration:

4.10.1 The Contractor shall make available, on a twenty four hours per day, seven days per week basis (including holidays), professional laboratory consult for telephonic or electronic consultation with Purchasing Agency medical or other staff concerning the significance of test results, unusual cases, technical matters, and quality assurance issues.

4.10.2 Upon contract award and, as requested by a Purchasing Agency, the Contractor shall provide in-service training that, at a minimum shall include: (1) the protocols used for the collection, preparation, preservation, labeling and packaging of specimens; and (2) reviewing result and report format(s).

4.10.3 The Contractor shall appoint a single point of contact (contract manager) for the Contracting Agency. This person shall have the ability, responsibility and authority to coordinate the services required by this solicitation and the resulting contract.

4.10.4 The Contractor's contract manager or a designated representative shall meet with the Contracting Agency contract administrator as requested by the Contracting Agency. The Contracting Agency may also, from time to time, request a report for the Contractor that shall document any Purchasing Agency issues that may have arisen.

4.10.5 The Contractor shall provide to the Contracting Agency (DMHMRSAS), upon request, the following information for a specified time period:

- 4.10.5.1 Name of test performed
- 4.10.5.2 Total number of each test performed (breakout routine and stat testing)
- 4.10.5.3 Number of tests billed to Medicare and Medicaid.
- 4.10.5.4 Number to tests billed to private insurers.
- 4.10.5.5 Number of tests billed to Purchasing Agencies.
- 4.10.5.6 Total number of phlebotomy services performed at Purchasing Agency facilities and Contractor sites. Routine and stat services shall be identified.

4.10.6 Upon request by the Contracting Agency, the Contractor shall send a customer satisfaction/performance questionnaire (developed by the Contractor within 60 days of such request) to 25% of the total "account" customer base. A postage-paid envelope addressed to the Contracting agency contract administrator shall accompany each questionnaire. (Include VDH sites in the 25% of the account customer base that is surveyed.)

4.10.7 The Contractor shall provide mutually agreed upon customized reports as requested by the Purchasing Agencies and the Contracting Agency. These include but are not limited to the following cytology reports.

Monthly Client level abnormal Pap data report by health district site. Reported in the most current Bethesda categories. Send to Virginia Department of Health, DWIH, 109 Governor Street, 8th floor, Richmond, VA 23219 Attention: Family Planning Program.

Provide VDH a quarterly cytology spreadsheet report to include the number of Paps by health district site, number of conventional and Liquid Base Paps, number of Paps By each Bethesda classification category and total Paps per health district service site.

Provide VDH an annual cytology report to include include the following:

- Test name and Test number
- Quantity provided by individual test
- HPV/Mono/Combos/Reflexes by quantity, price
- Biopsy by test name, test number, quantity, price
- Total number of physician Read Paps
- Total expenditures by category for:
 - Conventional Pap, Liquid Base Pap, HPV, Physician Read
- Total number of Paps by each Bethesda classification category

Contractor will work with VDH and the Every Woman's Life Program (EWL) to obtain as requested EWL program and client level cytology data reports.

4.10.8 All Cytology results shall be reported in accordance with the "Bethesda System".

4.11 Electronic Result Delivery and Test Orders.

4.11.1 Electronic patient demographic module, and/or result delivery and/or test orders systems shall be used to the fullest extent possible. The Contractor shall make available electronic patient demographic bridge, and/or result delivery and/or test order products (Contractor developed products; bi-directional or uni-directional interface) to qualified Purchasing Agencies as allowed bay applicable laws and regulations and consistent with the Contractor's policies and procedures. For qualified Purchasing Agencies, the Contractor shall provide all necessary hardware (i.e. printers, central processing unit, and monitor and any other required peripherals).

5.0 QUALIFICATIONS OF THE PROVIDER

DMHMRSAS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to provide the goods and service. The Offeror shall furnish DMHMRSAS all such information and data for this purpose as may be requested. DMHMRSAS further reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy DMHMRSAS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated.

6.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

6.1 GENERAL INSTRUCTIONS:

6.1.1 RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and five (5) copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror.

6.1.2 Proposal Preparation

6.1.2.1 Proposal shall be signed by an authorized representation of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

6.1.2.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

6.1.2.3 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination for consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

6.1.2.4 As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of the requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.

6.1.2.5 Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

6.1.2.6 Ownership of all data, materials, and documentation originated and prepared for the Commonwealth pursuant to the RFP shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of Section 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

6.1.3 Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Contracting Agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the Contracting Agency and may or may not be conducted.

6.2 **SPECIFIC REQUIREMENTS OF PROPOSAL**: Proposals should be as thorough and detailed as possible so that the Purchasing Agency evaluation team may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

6.2.1 Describe the qualifications, background, and experience of the Offeror in providing clinical reference laboratory services.

6.2.2 Describe the your company's ability for meet each of the specific requirements and service levels as defined in Section 4.0 (Scope of Work) of this solicitation. Include information on turn-around times and critical value notification process for various tests. Also indicated professional and customer assistance support, training and in-service support that will be available.

6.2.3 Provide resume or curricula vitae for all key professionals, technical directors, contract manager, and account managers anticipated to be utilized at least 25% or more for delivery of the contracted services (limited to two pages per individual resume).

6.2.4 Provide proof of CAP, CLIA and other applicable certifications for the major testing facilities to be utilized under this contract. Include the most recent CAP, CLIA site visit report and rating.

6.2.5 Names of three health care organizations, similar to Commonwealth of Virginia agencies included in this RFP, for which similar laboratory services are, or have been, provide with total **(monthly or annual)** revenues of at least \$100,000. Include contact name, address, phone, number and duration of services that have been provided.

- 6.2.6 Identify any other services the Offeror may make available to Purchasing Agencies and the related fees for such services.
- 6.2.7 Describe infrastructure (transportation network, phlebotomy network, sub-contractor support) the Offeror will employ to support the service requirements of this solicitation. Please comment on the extensiveness of the courier system. Please limit this to ten pages.
- 6.2.8 Describe how the Offeror plans to provide the following services:
- 6.2.8.1 Panel and Profile Customization: Describe Offeror's willingness to construct custom profiles. Describe the Offeror's process that Purchasing Agencies must follow to request custom profiles. Identify any constraints that may impact the Offeror's ability to provide such service.
 - 6.2.8.2 In-service support.
- 6.2.9 Describe the Offeror's customer service philosophy and how the Offeror plans to maintain proactive customer relations with Purchasing Agencies.
- 6.2.10 Describe, in detail, the Offeror's electronic orders and/or result delivery products and/or interface capabilities (to include patient demographic bridge) that will be deployed to support Purchasing Agencies.
- 6.2.11 Describe or provide samples of reports that will be offered and indicate if these are available in electronic or hard copy. Include examples of cytology reports that will be produced for VDH.
- 6.2.12 Describe notification process should a test result exceed panic value threshold.
- 6.2.13 Describe the Offeror's quality assurance/control policy and procedures.
- 6.2.14 Describe the following services:
- 6.2.14.1 Laboratory consultation support.
 - 6.2.14.2 Transporting and safeguarding of specimens.
 - 6.2.14.3 Processes to allow for repeat testing of samples demonstrating inconsistent testing results.
- 6.2.15 Describe the plan to transition from the present contract to the new contract. Indicate time lines and any plans to ensure a seamless transition for Purchasing Agencies.
- 6.2.16 Price schedules, including fee information for support services, special testing, repeat testing, and any other fees associated with the requirements of this solicitation.
- 6.2.17 Written acknowledgement that the Offeror accepts the requirements as stated in Section 4.0 of this solicitation, that this solicitation and any response submitted to and accepted by the Contracting Agency shall become an integral part of any contact agreement between the Offeror and Contracting Agency. Offeror shall comment on any limitations, exceptions or exclusions of service, or other requirements of this RFP, not otherwise noted herein, to which the Offeror will not adhere.

6.3 **PRE-PROPOSAL CONFERENCE:** A optional pre-proposal conference will be held November 15, 2006 at 10 A.M. in the Lobby Area (1st Floor) of the Jefferson Building at 1220 Bank Street, Richmond, Virginia 23219. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

7.0 **EVALUATION AND AWARD CRITERIA**

7.1 **EVALUATION:** Proposals shall be evaluated by the Contracting Agency using the following criteria:

- 7.1.1 Experience of the Offeror in providing services, as described in this RFP, to other customers that are similar in size, type and scope to the those listed in this solicitation and the experience/qualifications of the offeror's staff.
- 7.1.2 Menu of tests offered and willingness to create custom panels/profiles.
- 7.1.3 Plan for providing phlebotomy services.
- 7.1.4 Electronic orders and/or result delivery products (to include patient demographic bridge) proposed to be deployed to qualified Purchasing Agencies. Include information regarding connectivity to existing EMR/LIS systems and Contractor products for electronic results and/or orders.
- 7.1.5 Extensiveness of courier system, including the number of representatives and routes. This will include the current capacity, the number of clients served, the square miles covered and the number of stops per day.
- 7.1.6 Ability of the proposed contract to provide service to the entire Commonwealth, including the capability of servicing additional Purchasing Agencies that may be added to the contract.
- 7.1.7 Fees for tests and services.

7.2 **AWARD:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors above. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its sole opinion, has made the best proposal, and shall award the contract to that Offeror. The agency may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should the Purchasing Agency determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Contractor's proposal as negotiated.

8.0 **GENERAL TERMS AND CONDITIONS**

8.1 **Vendor's Manual:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety, except as noted below. The procedure for filing contractual claims is in Section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under manuals. The appeals procedures set forth in the DMHMRSAS **Administrative Practices and Procedures Manual**; Chapter 5 **Contractual Services** are applicable to these contractual services. A copy of this Chapter is available for review in the offices of the DMHMRSAS.

- 8.2 **Applicable Law and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendor's Manual*. The contractor shall comply with applicable federal, state and local laws and regulations.
- 8.3 **Anti-Discrimination:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).
In every contract over \$10,000 the provisions in 1. and 2. below apply:
1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 8.4 **Ethics in Public Contracting:** By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 8.5 **Immigration Reform and Control Act of 1986:** By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

- 8.6 **Debarment Status:** By submitting their proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.
- 8.7 **Antitrust:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- 8.8 **Mandatory Use of State Form and Terms and Conditions:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- 8.9 **Clarification of Terms:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contract officer whose name appears on the face of the solicitation, no later than five days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.
- 8.10 **Payment:**
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt

payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency, or other appropriate penalties may be assessed in lieu of withholding such payment.

8.11 **Precedence of Terms:** Paragraphs 8.1 through 8.11 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

8.12 **Qualifications of Offeror:** The DMHMRSAS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by or investigations of such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

8.13 **Testing and Inspection:** The DMHMRSAS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

8.14 **Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

- 8.15 **Changes to the Contract:** Changes can be made to the Contract in any one of the following ways:
1. The parties may agree in writing to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. DMHMRSAS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as scope of services to be provided, reporting requirements or cost of services. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the DMHMRSAS a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the DMHMRSAS's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the DMHMRSAS with all vouchers and records of expenses incurred and savings realized. The DMHMRSAS shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the DMHMRSAS within thirty (30) days from the date of receipt of the written order from the DMHMRSAS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's *Vendor's Manual*. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the DMHMRSAS or with the performance of the contract generally.
- 8.16 **Default:** In case of failure to deliver good or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- 8.17 **Insurance:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence single limit. Commercial General Liability is to include bodily injury, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional named insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 – per occurrence.

8.18 **Announcement of Award:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days. In addition, the purchasing agency will publicly post such notice on the DMHMRSAS Office of Administrative Service's bulletin board located on the 1st floor of the Jefferson Building – 1220 Bank Street, Richmond, Virginia 23219 for a minimum of 10 days.

8.19 **Drug Free Workplace:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

8.20 **Nondiscrimination of Contractors:** An Offeror shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

8.21 **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, web site portal www.eVA.state.va.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic

Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or Offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1% capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Business: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

9.0 SPECIAL TERMS AND CONDITIONS

- 9.1 **Advertising:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the hospitals or laboratories will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 9.2 **Audit:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- 9.3 **Availability of Funds:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 9.4 **Prevailing Laws:** All services provided by Contractor pursuant to this agreement shall be performed to the satisfaction of the Agency, and in accord with all applicable federal, state and local law, ordinance, rules and regulations. Contractor shall not receive payment for work found by the Agency to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
- 9.5 **Obligation of Offeror:** By submitting a proposal, the Offeror covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- 9.6 **Cancellation of Contract:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

9.7 **Renewal of Contract:** Any contract that results from this solicitation may be renewed by the Commonwealth for four (4) successive two-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 120 days prior to the expiration dated of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional two-year period, the contract prices for the additional period shall not exceed the contract prices of the original contract increased/decreased by more than the percentage increase/decrease of the Consumer Price Index for all Urban Consumers (CPI-U) U.S. city average, by expenditure category and commodity and service group (Table 1.) Unadjusted percent change of the Medical Care expenditure Category for the latest twelve (12) period for which statistics are available.
2. If during subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract prices for the subsequent renewal periods shall not exceed the contracts prices of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Consumer Price Index for all –Urban Consumers (CPI-U) U.S. city average, by expenditure category and commodity and service group (Table 1.) Unadjusted percent change of the Medical Care Expenditure Category for the latest twelve (12) month period for which statistics are available.

9.8 **Identification of Proposal Envelope:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

_____	_____	_____
Name of Offeror	Due Date	Time
_____	_____	
Street or Box Number	RFP No.	
_____	_____	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer _____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope or utilizing the enclosed mailing label is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other Proposals should be placed in the envelope.

9.9 **Participation of Small Businesses and Businesses owned by Women and Minorities:** It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. Toward that end, the Commonwealth encourages contractors to provide for the participation of minority, women-owned and small businesses and businesses through partnerships, joint ventures, subcontracts, or other contractual opportunities. Please indicate in Attachment 1 to this proposal the type and amount of subcontracting you propose if awarded this contract. The quarterly reporting of such subcontracting, joint ventures, etc. shall be a requirement of any contract resulting from this solicitation. Therefore, the successful contractor(s) shall submit a "Contractor's Report on Subcontracting" to the Contracting Agency within fifteen days after the end of each quarter during the term of the resulting

contract and any subsequent renewal. This report shall be submitted even if there has been no applicable subcontracting during the preceding calendar quarter.

- 9.10 **Subcontracts:** No portion of the work shall be subcontracted without prior consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
- 9.11 **Prime Contractor Responsibilities:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he/she may utilize, using his/her best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he/she is fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he/she is for the acts and omissions of his/her own employees.
- 9.12 **Method of Payment:** The Contractor shall be paid on the basis of invoices submitted at the beginning of each month following the month services were rendered. Payment shall be a fixed monthly amount or determined according to a schedule of actual services rendered, as mutually agreed in subsequent negotiation.
- 9.13 **Criminal History:** The Purchasing Agency reserves the right to restrict activities required to provide the services only to those persons who are without criminal conviction. This restriction shall not relieve the Contractor of any requirements herein. Upon request of the Purchasing Agency, the Contractor shall obtain a criminal history background check on any person, employee or subcontractor used for the delivery of services herein. The Purchasing Agency may, in its sole decision, determine that an individual possessing a criminal conviction poses no risk or threat to the Purchasing Agency, its employees or clients, and may waive this restriction on a case-by-case basis.
- 9.14 **Confidentiality and Records:** The Contractor assures that information and data obtained as to personal facts and circumstances related to Purchasing Agency patients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Purchasing Agency's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the Purchasing Agency as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material, in the event it is identified as Governor's Working Documents, Attorney-Client Privileged, related to procurement and contracting processes, or is otherwise exempt from Code of Virginia, Freedom of Information statutes. Upon termination of this agreement and/or within 30 days of receipt of final payment for services, all materials and information in the possession of the contractor, including patient medical and legal records, shall be restored or provided to the purchasing agency and electronic information and data in possession of the contractor shall be provided to the purchasing agency in digital form upon media designated by the purchasing agency and will be expunged from equipment and systems retained by the Contractor.

9.15 Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA):

Except as otherwise limited, contractor may use or disclose protected health information (PHI) to perform functions, activities, or services for, or on behalf of, the DMHMRSAS, as specified in this RFP. In performance of any contract as a result of an award of this RFP, Contractor agrees to:

- Not use or further disclose protected health information (PHI) other than as permitted or required by the terms of this contract or as required by law;
- Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this contract;
- Report to the DMHMRSAS any use or disclosure of PHI not provided for by this Contract (Agreement) of which it becomes aware;
- Impose the same requirements and restrictions contained in this contract (amendment) on its subcontractors and agents to whom contractor provides PHI received from, or created or received by the contractor on behalf of the DMHMRSAS;
- Provide access to PHI contained in a Designated Record Set to the DMHMRSAS, in the time and manner designated by the DMHMRSAS, or at the request of the DMHMRSAS, to an individual in order to meet the requirements of 45 CFR 164.524.
- Make available PHI for amendment and incorporate any amendments to PHI in its records at the request of the DMHMRSAS;
- Document and provide to DMHMRSAS information relating to disclosures of PHI as required for the DMHMRSAS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528;
- Make its internal practices, books, and records relating to use and disclosure of PHI received from, or created or received by the contractor on behalf of the DMHMRSAS, available to the Secretary of the U.S. Department of Health and Human Services for the purposes of determining compliance with 45 CFR Parts 160 and 164, subparts A and E;
- Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of DMHMRSAS as required by the HIPAA Security Rule, 45 C.F.R. Parts 160, 162, and 164.
- Ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.
- Report to DMHMRSAS any security incident of which it becomes aware.
- At termination of the contract, if feasible, return or destroy all PHI received from, or created or received by the Contractor on behalf of the DMHMRSAS contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

Contractor may use and disclose PHI received from the DMHMRSAS, if necessary, to carry out its legal responsibilities and for the proper management and administration of its business. Contractor may disclose PHI for such purposes if the disclosure is required by law, or if contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially, that it will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and that the person will notify the contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

- 9.16 **Vendor Debriefing and Appeal:** Following posting or announcement of awards, any offeror may request a debriefing meeting in order to understand the basis for the award decision, and to have the opportunity to examine proposals, a list of awards, rating sheets and all other materials, not identified as proprietary, relevant to the procurement process. Appeals of award may be made in accordance with the Department's Standard Administrative Practice & Procedures Manual, Chapter Five. A copy of this chapter is available upon request.
- 9.17 **Contract Management and Administration:** A primary contract manager will be appointed by the Contracting Agency who will be responsible for monitoring and evaluating the day to day activities and performance of services of the resulting contract. The contract manager may authorize minor changes to the scope and delivery of services that are not considered substantive and which do not modify in any material fashion the scope, quality or quantity of services. Only the contracting officer of the Contracting Agency may authorize changes, increases or additions to billable services under the resulting contract.
- 9.18 **Contractual Disputes:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. Written notice of the Contractor's intention to file such claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The contract may require submission of an invoice for final payment within a certain time after completion and acceptance of the work. Pendency of claims shall not delay payment amounts agreed due in the final payment.

The claim shall be filed with the Administrative Services Director setting forth the factual basis for the claim. The Administrative Services Director shall review the claim and notify the Contractor of the decision by certified mail within fifteen (15) days of receipt. The notification shall set forth the reasons for the decision and inform the Contractor that they may request a review of the decision by the Commissioner by filing such request within ten (10) days of receipt of the initial decision. The Commissioner may convene a panel to advise on a decision. The Commissioner shall render a final decision setting forth the reasons for the decisions within thirty (30) days of receipt of the request for review.

The Contractor may not institute legal action prior to receipt of the Commissioner's decision on the claim as provided in § 2.2-4364 of the *Code of Virginia*, unless the Commissioner fails to render the decision within thirty (30) days of receipt of the claim.

Failure of the Administrative Services Director or Commissioner to render a decision within the time frames specified shall not have the effect of affirming or denying the claim, but shall only permit the Contractor to proceed to the next step in the process. (§ 2.2-4363 of the *Code of Virginia*).

- 9.19 **Expansion of Target:** Throughout the original contract and any subsequent renewal, the contract resulting from this solicitation may be modified, upon mutual agreement between the Contractor and the DMHMRSAS Office of Administrative Services, to include the short term and/or long term provision of the services of other healthcare professionals.

- 9.20 **Authorities:** Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Work contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/she/it may have herein without the express written consent of the Contracting Agency, except as specified herein.
- 9.21 **Nondiscrimination of Contractors:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- 9.22 **eVA Business-To-Government Contracts:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your offer or terminate this contract for default.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.

10.0 PRICING SCHEDULE

Pricing schedule shall document fees for the initial term of the contract. Offeror shall prepare their cost proposal using the table formats in Attachment D. Offeror fees may be submitted on diskette in Excel spreadsheet format.

ATTACHMENTS TO RFP 720C-04093-07D
Clinical Reference Laboratory Testing Services

ATTACHMENT A – Health Planning Regions (HPR) Map.

ATTACHMENT B – Addresses for each Purchasing Agency location.

ATTACHMENT C – List of each test by Purchasing Agency.

ATTACHMENT D – List of tests. Offeror to provide fees, test number, fees, turn-around times and CPT codes.

ATTACHMENT 1 – Contractor's Report on Subcontracting

ATTACHMENT 2 – Contractor's Data Sheet

NOTE: Attachments A thru D can be found at the following websites.

<https://buys-www-16.buysense.com/webapp/VSSAPPX/VBO> and

<http://www.dmhmrzas.virginia.gov/adm-RFPS.htm>

ATTACHMENT 1 – RFP #720C-04093-07D

CONTRACTOR'S REPORT ON SUBCONTRACTING

CONTRACT NUMBER: _____ for _____ (Service or Commodity)

The following dollar amount of goods or services were obtained from subcontractors who are considered to be minority-owned businesses (M); women-owned businesses (W); or small businesses (S) during the past calendar quarter for work or products directly traceable to the fulfillment of: of the above-stated contract.

Name of Subcontractor	Type: M, W, or S	Subcontractor's Phone Number	Services/Products Provided	Dollar Amount Spent
			A) Total this page	
			B) Total from additional pgs.	
			C) Total Dollars (A&B)	
			D) Total Quarterly Value of Contract	

Note #1: This report must be submitted to the purchasing agency within 15 days after the end of each contract calendar quarter.

Note #2: The definitions of reportable subcontractors are as follows:

- Minority-owned Business (M) – Any business concern that is at least 51 percent owned by a minority individual or individuals who are U.S. citizens and who also control and operate it.
- Women-owned Business (W) – Any business concern that is a least 51 percent owned by a non-ethnic woman (a minority woman is considered as a minority) who is a U.S. citizen and who also control and operate it.
- Small Business (S) – A corporation, partnership, sole proprietorship or other legal entity formed for the purpose of making a profit, which is independently owned and operated, and has fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

ATTACHMENT 2 – RFP #720C-04093-07D
CONTRACTOR DATA SHEET
To Be Completed By Offeror

1. QUALIFICATIONS OF OFFEROR: The Offeror must have the capability and capacity in all respects in order to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: ____years____months.
3. REFERENCES: Indicate below a listing of at least four (4) facilities in which the proposed system is in use. Include the name and address of the person the agency has your permission to contact.

Client Name	Dates of Service	Address	Person to Contact	Phone

4. Offeror name, phone number and State and date of incorporation. If not a corporation, state the type of business organization, names and addresses of owners, address and phone number of principal place of business, date business began and State in which organized.
5. Include an audited financial statement with your proposal indicating the general financial health of the firm. This can include: (1) Annual stock report of a publicly traded firm; (2) Dun and Bradstreet credit rating number; and/or (3) Moody's Investment Service Bond Rating and/or Standard & Poors Bond Rating if there is any publicly held debt.
- 4 Are you a subsidiary firm: ____YES ____NO. If yes, list the name and location of your parent affiliation:

7. Include list of personnel who will be directly involved in installation, implementation, training or any other phase of this project. Indicate their experience with CMMS installations.
8. Name and title of firm's official to whom further communication should be directed:

I certify the accuracy of this information.

Signed: _____

Title: _____